

FILED

2019 AUG 30 PM 4:38

STATE OF NORTH CAROLINA, WAKE COUNTY, IN THE GENERAL COURT OF
WAKE COUNTY JUSTICE
BY SUPERIOR COURT DIVISION
18 CVS 014001

Common Cause; et al

Plaintiffs,

v.

**Representative David R. Lewis, in
his official capacity as senior
chairman of the House Select
Committee on Redistricting, et al**

Defendants.

DALTON L. OLDHAM'S AFFIDAVIT
IN SUPPORT OF GEOGRAPHIC
STRATEGIES LLC'S MOTION TO
DESIGNATE DOCUMENTS
CONFIDENTIAL OR HIGHLY
CONFIDENTIAL AND FOR
ADDITIONAL REQUESTS FOR
RELIEF

Dalton Lamar Oldham, after being duly sworn, states the following:

1. I am the current sole owner of Geographic Strategies, LLC ("Strategies") and the property listed on the itemization log ("Log") tendered to the Court by my counsel was created by Strategies, and Strategies owns it. In addition, parts of the property are fairly characterized as Strategies' intellectual property or trade secrets and are subject to legal privileges which should shield the property from discovery on grounds such as attorney-client privilege, trade secrets, attorney work product and work produced subject to Strategies' contractual obligation to keep documents confidential. The brief tendered herewith contains the legal basis on which the property should be marked confidential under this Court's protective order previously entered in this case. In addition, Strategies was required to hire Consilio, Inc., a national electronic discovery firm, ("Consilio") as an expert vendor in electronic data searches to compile the

Log, and the Consilio affidavit attached herein discusses the methods and processes used to evidence Strategies' claim. My counsel advises me he has attempted to settle this matter with Plaintiffs' counsel without success.

2. I am a graduate of the University of South Carolina and its law school. Since 1989 until present time, I have been a licensed attorney in good standing in South Carolina, and except as noted herein, I have practiced in both federal and state courts continuously since 1989. My legal practice focuses on the law of democracy. Prior to my return to private practice, I served as Federal Election Commission Chairman Don McGahn's counsel. In addition, I served as legal counsel to the members of the U.S. Census Monitoring Board. In private practice, I have worked on issues of campaign finance, election recounts, and redistricting law. I have also given legal advice to Republican candidates and elected officials. I write and speak frequently in this field including at numerous seminars and symposiums focusing on redistricting, the census, free speech, campaign finance and election law. The American Bar Association published a paper I wrote in *The Census, the Court, and Redistricting, in CENSUS 2000: CONSIDERATIONS AND STRATEGIES FOR STATE AND LOCAL GOVERNMENT* (Benjamin E. Griffith ed., American Bar Association 2000). My legal experience in this work began in the 1990s and continues today.
3. I am a solo practitioner. While I presently serve as "Redistricting Counsel" to the Republican National Committee (RNC) under the direction of its Chief Counsel, I have other private clients in my individual capacity. Representative

cases in which I have appeared as private counsel include: *Larios v. Cox*, 305 F. Supp. 2d 1335, 2004 U.S. Dist. LEXIS 2994 (N.D. Ga., Feb. 20, 2004); *Smith v. Beasley*, 946 F. Supp. 1174 (D.S.C. 1996); *LULAC v. Perry*, 567 U.S. 966, 133 S. Ct. 96 (2012); *Bethune-Hill v. Va. State Bd. of Elections*, 141 F. Supp. 3d 505 (E.D. Va. 2015); *Petteway v. Galveston*, Civil Action No. 3:11-cv-511, 2012 U.S. Dist. LEXIS 193042 (S.D. Tex. May 22, 2012); and *Johnson v. Miller*, 922 F. Supp. 1552 (S.D. Ga. 1995). As a similar example, I have served as co-counsel in the following recent cases involving the 2011 redistricting: *Dickson v. Rucho*, 11 CVS 16896, 11 CVS 16940 (Consolidated), 2013 NCBC LEXIS 53 (Sup. Ct. Wake Cnty. 2013); *Harris v. McCrory*, 159 F. Supp. 3d 600 (M.D.N.C. 2016); *N.C. State Conference of the NAACP v. McCrory*, 831 F.3d 204 (4th Cir. 2016); and *Covington v. North Carolina*, 316 F.R.D. 117 (M.D.N.C. 2016). I have also assisted the legislature in its Voting Rights Act Section 5 submission in 2011 to the Department of Justice.

4. In late 1989, while I was associate counsel for redistricting at the RNC, I met Dr. Thomas Hofeller while he was serving as Director of the National Republican Congressional Committee's (NRCC) redistricting office. From 1989 until 1993, we worked together developing unique analytical methods, which we then applied during the 1990 redistricting cycle. Dr. Hofeller left the NRCC in 1993 to join a software firm on the West Coast. In 1998, he returned to Washington, D.C. as staff director to the Census Subcommittee of the US House of Representatives. Because I was then counsel to the congressionally appointed members of the US Census Monitoring Board, we renewed our close working relationship.

5. In 2000, both Dr. Hofeller and I returned to the RNC. This time I was the redistricting counsel, and Dr. Hofeller was the redistricting director. At all times during this period Dr. Hofeller and I were employed by and worked at the direction and control of the Chief Counsel of the RNC. In order to provide legal and demographic expert services to the RNC's Counsel's Office and to its members and affiliates, we developed intellectual processes by which effective redistricting legal strategies were created. In the 2000 cycle, Dr. Hofeller provided the demographic expertise, based upon our methods, that allowed me to give legal advice in anticipation of litigation to affiliated Republican groups in many states, including North Carolina.
6. A national redistricting cycle begins when all interested parties make preparations for the release of the Census redistricting data. Census redistricting data begins to be released early in the first year of the decade, and all Census redistricting data will be released by April 1 of that year. Both major political parties employ attorneys, expert witnesses and staff who prepare for the reapportionment of Congress and the redistricting of national and state legislatures. All county commissioners, school boards, city councils and other representative local government boards are similarly affected.
7. In early 2010, Dr. Hofeller and I were rehired by the RNC Chief Counsel and resumed our roles from the 2000 cycle. This was the first cycle of redistricting following the passage of the McCain-Feingold legislation, which significantly modified the regulation of federal campaign finance and influenced how the

national party committees could raise and spend funds. As a result of this act, the RNC resolved to contract legal and Voting Rights Act (VRA) compliance services involving redistricting. In June 2011, Dr. Hofeller and I chartered Strategies to continue the work we had previously done separately for the RNC and the Republican State Leadership Committee (RSLC).

8. Strategies' relationship with the RNC was memorialized by a written agreement, a copy of which is attached hereto and incorporated herein as Exhibit 1. After the initial written agreement with the RNC, the agreement was extended several times, and work continued through July 2018 under this arrangement. The payments to Strategies have been disclosed regularly in RNC Federal Election Commission reports and categorized as legal and VRA compliance services.
9. Strategies' agreement with the RNC provides that "any and all ... information provided to, generated by, or otherwise becoming known to [Strategies], its directors, officers, employees, consultants, or agents in connection with or incident to this AGREEMENT, is privileged and confidential information in any form, and [Strategies] will not retain, duplicate, distribute, or otherwise use any such information, in any manner, or for any purpose not necessary to the furtherance of the terms of this AGREEMENT." See Exhibit 1.
10. All of the work produced by Dr. Hofeller and myself for the RNC from June 2011 through July 2018 was performed pursuant to this agreement and is property belonging to Strategies. Strategies' work done for the RSLC operated under a

similar agreement. At no time did I or Dr. Hofeller transfer ownership of Strategies' work to Dr. Hofeller's wife or his daughter. No one other than myself was legally authorized to transfer Strategies' property or disclose it at any time, including Dr. Hofeller.

11. In the 2001 redistricting cycle and thereafter, Dr. Hofeller and I used our expertise and experience to develop our own approach to recurring legal and demographic issues. In my practice, I was able to memorialize some of my advice in a series of manuals containing articles, the distribution of which was restricted to those attorneys representing the RNC or affiliated organizations or individuals. I have located both manuals in the electronic data which the Plaintiffs have obtained. In my view, the manuals contain both my legal advice in anticipation of litigation to my clients, which my clients have not waived, and my work product. When Strategies was formed, I contributed these documents and my expertise in this field to Strategies. This body of knowledge grew over the last decade as the law changed with every Supreme Court decision, and Dr. Hofeller and I analyzed more plans involving redistricting.
12. Dr. Hofeller also contributed his own expertise to Strategies. At the beginning of the 2011 redistricting cycle, Dr. Hofeller attempted to acquire as many redistricting proposals around the country as possible in an attempt to glean any trends or strategies present in these proposals that could be useful to our clients. This knowledge was an essential part of the strategic legal services Strategies offered its clients, including the RNC. Clients would email maps to

our office, and we would perform an intense legal and demographic review and attempt to provide an appropriate legal strategy that would meet our clients' political requirements. This type of expertise was particularly helpful to clients who were not in charge of the redistricting process in their states or wanted confidential advice. Dr. Hofeller had his own specialized and proprietary redistricting methods for using Maptitude software to help Strategies' clients develop redistricting plans or offer alternative districting ideas. Dr. Hofeller's expertise was unique among demographic expert witnesses. He began creating computer programs to facilitate mapping in redistricting as an undergraduate, and he continued this work at the Rose Institute for his graduate work. As computer technology improved, he was a cutting-edge expert in its use.

13. Dr. Hofeller's examination of maps included examination of the census data and election data over numerous elections in a given geographic area. He would analyze trends in an area to be redistricted using his own methods which he enhanced with time and experience.
14. Strategies' services were limited to situations where Dr. Hofeller and I were employed as independent contractors to provide legal and expert consulting services and not to be called to trial. If a client wanted me to appear as counsel in court or Dr. Hofeller as an expert witness at trial, the client would retain us separately. We would separately enter into individual engagements to provide detailed advice. Dr. Hofeller or I were separately retained in connection with redistricting work in four states and three counties which appear to have

materials in the data provided to my counsel and experts: North Carolina, Virginia, Arizona and Missouri, and Nueces County and Galveston County, Texas and in Nassau County, New York. Each of these contracts had different obligations regarding confidentiality, however, in most cases, Strategies, Dr. Hofeller and I were obligated by contract to keep our work for each client confidential. During our review of the Hofeller Files, we have uncovered confidential communications made by these clients to me or Dr. Hofeller, and we have notified counsel for these entities of this action and the possibility that confidential files may be exposed. I view this as my ethical duty to protect my clients' confidential information. I would support any motion to protect confidential information filed on their behalf.

15. Based on my review of the Hofeller Files, it appears that Dr. Hofeller's pattern and practice in the ordinary course of business was to retain copies of almost all of his substantive work, including complete backups of his Strategies' laptop.
16. I was not aware of these backup files until sometime after Dr. Hofeller's daughter was subpoenaed by the Plaintiffs in this case and had turned over storage devices containing Strategies' confidential and proprietary data. When I learned of the extent of the documents provided to the Plaintiffs, I retained counsel, consulted with my clients and began efforts to claw back documents which would have been withheld from production had I known of their existence or had I received a subpoena to produce them. I am able, with assistance of our document review team, to distinguish between files that belong to Strategies,

the RNC, the RSLC and the private clients of Dr. Hofeller and myself.

17. Dr. Hofeller apparently kept files of data organized by states and political entities which were serviced by Strategies. An index of his files and the devices produced herein under his filing methodology is attached as Exhibit 2 and was produced to us by the Legislative Defendants. We have reviewed it, and on information and belief, it is accurate. The states we advised through Strategies include the following: Alabama, Alaska, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, and Wyoming. Thus, documents in these files belong to Strategies.
18. All maps created and retained by Dr. Hofeller, in my view, are either proprietary, confidential or Dr. Hofeller's work-product which he used to create a data library to enhance Strategies' ability to service its clients.
19. The map files are difficult to review by people not familiar with their suffixes because computers without specialized GIS systems tend to turn block assignment files into nonsensical data files or into shape files which require additional manual work to restore the block assignment file. With the assistance of the review team Strategies assembled, and the index of the

Hofeller Files provided by the Legislative Defendants, I was able to distinguish between map files belonging to Strategies and map files belonging to Dr. Hofeller's individual clients. Log 1 submitted herewith itemizes these map files of Strategies.

20. As maps were sent to me and Dr. Hofeller, we would review and analyze the maps to understand the demographic and legal logic behind them, to reverse engineer them when possible, and to keep the maps if needed for further use.
21. Also among the Hofeller Files were thousands of standard document files, e.g., emails, Microsoft Word files, PDFs, etc. All of these documents were reviewed and independently logged by Consilio. Some of these documents were identifiable as Strategies' documents based on the file path name. Others required a document by document assessment. Log 2 submitted herewith itemizes these individual documents.
22. With respect to state legislatures with which I or Dr. Hofeller had a separate contract to provide legal, consulting, and/or expert witness services, the work we produced was outside the scope of the contract with the RNC or RSLC. However, many of the documents concerning the work we performed for these other clients was maintained in Strategies' data library on Strategies' computers and became part of our proprietary information.
23. To assist Strategies with the electronic data search, I have employed the services of Consilio and another consultant familiar with the files, under the direction of my counsel, to review the documents. My counsel's partners and

employees have used the results of the review conducted by our review team to produce the Log submitted to the Court. The information contained on the devices is mixed with personal information, Strategies' information, private client information, and unreadable computer data. Our Log provides the Court with an itemization of a number of categories and, in the reviewer's view, the likely holder of any privilege of the documents

24. Dr. Hofeller's work in the field of redistricting is highly technical, requiring expertise which is improved over time with exposure to new strategies, tactics and methods of analysis as they arise. Drawing legally compliant districts requires a level of professional expertise which Strategies was able to give to its clients. For example, Dr. Hofeller was able to determine for a client what percentage of minority voters would be needed in order to have a realistic opportunity of electing a candidate of the minority community's choice in a district, as required for compliance with the Voting Rights Act. This is never a single number. It varies dramatically depending on the non-minority population which is included in the district and the election methods employed. In addition, Dr. Hofeller would examine population growth or decline in potential legislative districts by demographic segment. This analysis was absolutely critical for attorneys making the legal determinations in anticipation of litigation of whether districts complied with the Voting Rights Act as well as the one person one vote principle. The attorneys providing legal advice to redistricting clients could not do their job without Dr. Hofeller's assistance and

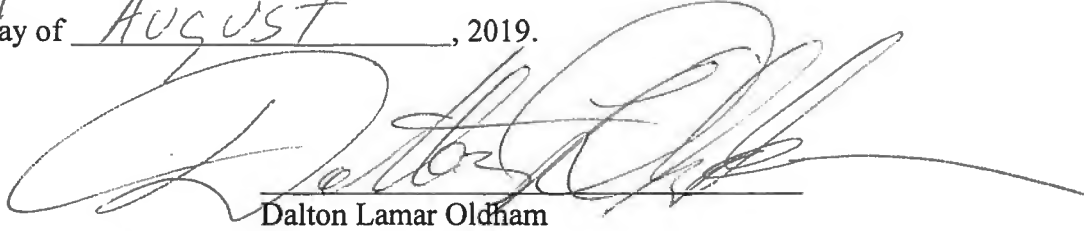
expertise. Dr. Hofeller's expert analysis also assisted attorneys when providing advice to redistricting clients on one person one vote issues and political gerrymandering issues. The experience of Dr. Hofeller over time allowed him to create his own methods and manner of analyzing electoral and demographic data. Dr. Hofeller contributed these methods to Strategies and used them to advise his separate clients. The results of his experiments and work were kept by him in an electronic data library for his use and reference for existing and future clients.

25. Dr. Hofeller kept the books and records of Strategies. Dr. Hofeller and I allocated all Strategies' proceeds according to the records he kept. Dr. Hofeller received a check in July very shortly before his death which fully compensated Dr. Hofeller for any value which he held in Strategies at that time. All remaining monies in any Strategies' account after that payment were owed to me.

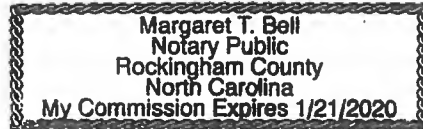
26. I earn my living by working in the election law field. Clients hire me for my ability to provide confidential, sound legal advice. In addition, I appear or advise attorneys adverse to the interests of those which Poyner and Spruill, Perkins Coie, and Arnold and Porter regularly, represent. To have my intellectual property, including my advice to clients and the manuals I have prepared exclusively for Republican Party affiliated attorneys, allows them to understand my legal view of redistricting cases. This enables them to have a strategic advantage and is disabling to me in my practice. The disclosure of

these files to the media and the public has harmed my professional reputation in the community in which I practice. The destruction of these documents or their return and a list of the names of third parties to whom they have been disclosed would in some small part restore the damage which has been done to my reputation by the misuse of the discovery process in this case.

This the 23rd day of August, 2019.


Dalton Lamar Oldham

Sworn and subscribed to
before me this 23 day of
August, 2019.



Margaret T. Bell
Notary Public

My Commission Expires: 1/21/2020

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing upon all parties to this matter by placing a copy in the United States Mail, First Class, postage prepared and addressed as follows:

Edwin M. Speas, Jr.
Caroline P. Mackie
Poyner Spruill LLP
301 Fayetteville Street, Suite 1900
Raleigh, NC 27601
espeas@poynerspruill.com
cmackie@poynerspruill.com

Counsel for Common Cause, the North Carolina Democratic Party, and the Individual Plaintiffs

R. Stanton Jones
David P. Gersch
Elisabeth S. Theodore
Daniel F. Jacobson
Arnold and Porter Kaye Scholer LLP
601 Massachusetts Ave., N.W.
Washington, D.C. 20001-3743
stanton.jones@arnoldporter.com
david.gersch@arnoldporter.com
elisabeth.theodore@arnoldporter.com
daniel.jacobson@arnoldporter.com

Counsel for Common Cause and the Individual Plaintiffs

Marc E. Elias
Aria C. Branch
Abba Khanna
Perkins Coie LLP
700 13th Street, N.W.
Washington, D.C. 20005-3960
MElias@perkinscoie.com
ABranch@perkinscoie.com
AKhanna@perkinscoie.com

Counsel for Common Cause and the Individual Plaintiffs

Amar Majmundar
Stephanie A. Brennan
Paul M. Cox
NC Department of Justice
P.O. Box 629

114 W. Edenton St.
Raleigh, NC 27602
amajmundar@ncdoj.gov
sbrennan@ncdoj.gov
pcox@ncdoj.gov

Counsel for the State Board of Elections and Ethics Enforcement and its members

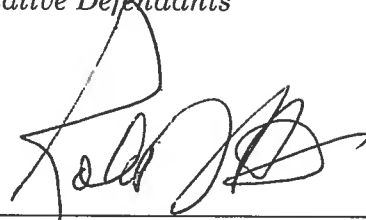
John E. Branch III
Andrew D. Brown
Nathaniel J. Pencook
H. Denton Worrell
Shanahan Law Group, PLLC
128 E. Hargett St., Suite 300
Raleigh, NC 27601
jbranch@shanahanlawgroup.com
abrown@shanahanlawgroup.com
dworrell@shanahanlawgroup.com
npencook@shanahanlawgroup.com
Counsel for the Defendant-Intervenors

Thomas A. Farr
Phillip J. Strach
Michael Mcknight
Alyssa Riggins
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
4208 Six Forks Rd., Suite 1100
Raleigh, NC 27609
Thomas.farr@ogletree.com
Phillip.strach@ogletree.com
Michael.mcknight@ogletree.com
Alyssa.riggins@ogletree.com
Counsel for Legislative Defendants

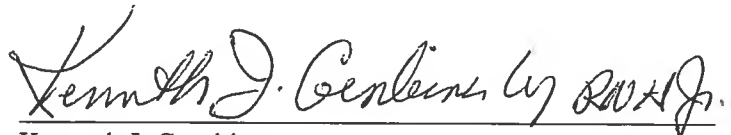
E. Mark Braden
Richard B. Raile
Trevor M. Stanley
Elizabeth Scully
Katherine McKnight
Baker & Hostetler, LLP
1050 Connecticut Ave., N.W., Suite 1100
Washington, D.C. 20036-5403
rraile@bakerlaw.com
mbraden@bakerlaw.com
tstanley@bakerlaw.com

escully@bakerlaw.com
kmcknight@bakerlaw.com
Counsel for the Legislative Defendants

Dated: August 30, 2019



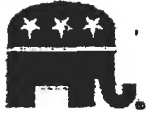
Robert Neal Hunter, Jr.
NC State Bar No. 5679
HIGGINS BENJAMIN, PLLC
101 W. Friendly Ave., Suite 500
Greensboro, North Carolina 27401
Email: rnhunterjr@greensborolaw.com
Telephone: (336) 273-1600
Facsimile: (336) 274-4650



Kenneth J. Gumbiner
NC State Bar No. 12,825
HIGGINS BENJAMIN, PLLC
301 N. Elm Street, Suite 800
Greensboro, North Carolina 27401
Email: kgumbiner@greensborolaw.com
Telephone: (336) 273-1600
Facsimile: (336) 274-4650

Counsel for Geographic Strategies

Exhibit 1



**Republican
National
Committee**

Counsel's Office

June 6, 2011

Dr. Thomas Hofeller
Geographic Strategies, LLC
1119 Susan Street
Columbia, South Carolina 29210

Dear Dr. Hofeller:

Upon the proper signatures by all parties hereto, this letter will serve as the AGREEMENT between you, Thomas Hofeller for Strategic Direction ("INDEPENDENT CONTRACTOR"), and the Republican National Committee ("RNC").

This AGREEMENT is made and entered into this 6th day of June 2011, by and between the RNC, an unincorporated association organized in the District of Columbia with its principal offices located at 310 First Street, S.E., Washington, D.C. 20003 and Geographic Strategies, LLC, with principal offices located at 1119 Susan Street, Columbia, South Carolina, 29210. In consideration of the mutual promises set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, RNC and INDEPENDENT CONTRACTOR hereby agree as follows:

The WORK AND SERVICES to be performed by the INDEPENDENT CONTRACTOR under this AGREEMENT will be principally to provide legal strategy and legal support services in furtherance of the RNC's redistricting efforts under the direction of RNC Chief Counsel John Phillippe. INDEPENDENT CONTRACTOR agrees to work with RNC staff and consultants in coordinating and implementing WORK AND SERVICES as directed, and to provide status reports to the RNC Chief Counsel as requested.

Both parties agree to the following requirements as related to the aforementioned WORK AND SERVICES:

1. INDEPENDENT CONTRACTOR will provide accurate status reports as requested.
2. INDEPENDENT CONTRACTOR will only use materials approved by the RNC if publishing articles or materials on the RNC's behalf.

During the course of performance of this AGREEMENT, INDEPENDENT CONTRACTOR may come into the possession of confidential information that pertains to the RNC's business, including, but not limited to, records, papers, reports, descriptive and pictorial material, printed or written technical information, drawings, reproductions, samples, models, lists, strategies and procedures. INDEPENDENT CONTRACTOR acknowledges that any and all of the foregoing,

along with any and all other information provided to, generated by, or otherwise becoming known to INDEPENDENT CONTRACTOR, its directors, officers, employees, consultants, or agents in connection with or incident to this AGREEMENT, is privileged and confidential information in any form, and INDEPENDENT CONTRACTOR will not retain, duplicate, distribute, or otherwise use any such information, in any manner, or for any purpose not necessary to the furtherance of the terms of this AGREEMENT. Confidential information will not be willfully or negligently divulged or made accessible to any third party. Confidential information as described above is the exclusive property of the RNC and will be immediately returned to the RNC upon request or upon completion of this AGREEMENT.

INDEPENDENT CONTRACTOR agrees and shall instruct its employees, if any, that all services, records, papers, reports, descriptive and pictorial material, printed or written technical information, drawings, reproductions thereof, samples, and models produced by INDEPENDENT CONTRACTOR during its performance of the WORK AND SERVICES under this AGREEMENT shall be considered "works made for hire," and are the exclusive property of the RNC, the nature and contents of which shall not be disclosed to others without the prior written permission of the RNC.

INDEPENDENT CONTRACTOR may not retain any third party to assist with or provide additional WORK AND SERVICES without the express written authorization of the RNC.

In return for and upon satisfactory completion of the WORK AND SERVICES performed by the INDEPENDENT CONTRACTOR named herein, the RNC agrees to pay INDEPENDENT CONTRACTOR a Fee of [REDACTED] per month. The Fees payable to INDEPENDENT CONTRACTOR for any period during the term hereof which is for less than one (1) month shall be a prorated portion of the Fees, based upon a thirty (30) day month.

INDEPENDENT CONTRACTOR shall submit an invoice for any and all WORK AND SERVICES completed under this AGREEMENT in order for Fees to be paid. Additionally, the RNC shall reimburse INDEPENDENT CONTRACTOR for pre-approved, out-of-pocket expenses for long distance telephone, mail delivery services, postage, travel and travel related living expenses connected to the performance of the WORK AND SERVICES. Any remaining travel expenses shall be reimbursed [REDACTED] in accordance with RNC policy. Any and all expenses submitted for reimbursement by INDEPENDENT CONTRACTOR shall be paid at the sole discretion of the RNC.

INDEPENDENT CONTRACTOR acknowledges and agrees that the Fees paid (if any) by the RNC to the INDEPENDENT CONTRACTOR are based on an independent contractor relationship and in no way shall be construed to create any manner of agency or employment relationship. INDEPENDENT CONTRACTOR shall enter into no contract or agreement on behalf of the RNC without the prior approval of an employee of the RNC authorized to grant such approval. INDEPENDENT CONTRACTOR acknowledges sole responsibility for the payment of any taxes that might be applicable with respect to compensation earned for the services provided pursuant to this AGREEMENT and agrees that INDEPENDENT CONTRACTOR will make timely payment of such taxes. INDEPENDENT CONTRACTOR further agrees to fully indemnify the RNC from any and all liability, including penalties, interest, attorneys fees, costs, or unpaid taxes, that might be assessed against the RNC for not withholding or paying taxes on such compensation provided to INDEPENDENT CONTRACTOR.

INDEPENDENT CONTRACTOR acknowledges and agrees that INDEPENDENT CONTRACTOR is subject to, throughout the duration of this AGREEMENT, a continuing duty to disclose to the RNC any actual or potential conflicts of interest. Conduct that interferes with operations, promotes self-dealing, brings discredit to the RNC, or is offensive to RNC members or employees will result in the termination of this AGREEMENT. INDEPENDENT CONTRACTOR may not obtain any improper personal benefit by virtue of its relationship with the RNC, and agrees to avoid even the appearance of impropriety. If any questions arise as to whether certain conduct is appropriate, the RNC Counsel's Office should be consulted.

INDEPENDENT CONTRACTOR acknowledges and agrees that the RNC's insurance policies do not extend coverage or benefits to INDEPENDENT CONTRACTOR, and that INDEPENDENT CONTRACTOR is solely responsible for acquiring and/or maintaining any insurance coverage desired by INDEPENDENT CONTRACTOR. Both Parties agree to indemnify, defend, reimburse and hold harmless the other Party and its members, officers, employees, agents and volunteers against any and all claims, demands, liabilities, actions, damages, costs, and expenses related thereto, including attorneys' fees, court costs, and other litigation expenses, and against all damages and liabilities of any kind or nature whatsoever, arising from, or attributable to, any negligent or unauthorized performance by the other Party in connection with this AGREEMENT. The Parties agree that the members, officers, employees, and agents of the other Party shall not be personally liable for any debt, liability, or obligation of the respective Parties. The Parties agree that, like all person, corporations, or other entities extending credit to, contracting with, or having any claim against the other Party, they may only look to the funds and property of the entity for payment of any debt, damages, judgment, decree or any money that may otherwise become due or payable to them from the other Party.



Neither party shall be liable to the other party for any delay or failure in the performance of its obligations under this AGREEMENT or otherwise if such delay or failure arises from any cause or causes beyond the control of such party including, without limitation, labor shortages or disputes, strikes, other labor or industrial disturbances, delays in transportation, acts of God, floods, lightening, fire, epidemic, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public enemy, explosives, riots, regulations or orders by the government, or subdivision thereof.

The Republican National Committee is an unincorporated association created by *The Rules of the Republican Party* adopted on September 1, 2008, by the Republican National Convention in Saint Paul, Minnesota. The members, officers, employees and agents of the Republican National Committee, as well as the members of the Executive Committee of the Republican National Committee, shall not be personally liable for any debt, liability, or obligation of the Republican National Committee. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the Republican National Committee, may look only to the funds

and property of the Republican National Committee for payment of any such contract or claim or for the payment of any debt, damages, judgment or decree or any money that may otherwise become due or payable to them from the Republican National Committee.

Either party to this AGREEMENT may terminate said AGREEMENT with or without cause upon thirty (30) day written notice to the other party. Activities covered by this AGREEMENT shall become effective ~~immediately~~ and shall continue for a period of no longer than December 31, 2011, unless terminated earlier. *Retrospectively beginning April 1, 2011*

*new 7/14
for TBot
7/11*

This AGREEMENT constitutes the entire AGREEMENT between the RNC and the INDEPENDENT CONTRACTOR. There are no other promises, agreements or warranties affecting it.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on their behalf by their respective, duly authorized, proper signatories.



ACCEPTED AND AGREED TO:

For Geographic Strategies:
("INDEPENDENT CONTRACTOR")

Thomas Hofeller
Thomas Hofeller

Vice President & Treasurer
Title

June 13, 2011
Date

Federal / Corporate Tax ID

For the Republican National Committee:
("RNC")

Jeff Latson
Jeff Latson
Chief of Staff

7/8/11
Date

Exhibit 2

Search Report

Keyword	Metric	ES0001A (Files)	ES0002A-1 (Email)	ES0002A-1 (Files)	ES0002A-VM (Files)	ES0003A (Files)	ES0004B (Email)	ES0004B (Files)	ES0005A (Files)	ES0006A (Files)	ES0007C-1 (Email)	ES0007C-1 (Files)
Alabama OR AL	Docs	46	91	1,214	1,086	24	1,672	2,833	10	24	1	1,440
Alaska OR AK	Docs	12	37	1,944	1,286	4	795	2,229	2	4	0	1,665
Arizona OR AZ	Docs	45	137	1,229	1,554	6	1,256	2,954	8	13	1	1,778
Arkansas OR AR	Docs	38	35	1,433	650	4	697	9,746	5	3	0	1,020
California OR CA	Docs	50	185	1,821	1,729	6	3,491	10,492	10	10	0	2,108
Colorado OR CO	Docs	43	131	6,947	908	26	2,379	3,793	8	12	0	1,451
Connecticut OR CT	Docs	18	60	1,248	548	6	2,387	2,515	5	19	0	838
Delaware OR DE	Docs	24	59	1,282	509	1	1,527	10,204	6	6	1	891
Florida OR FL	Docs	32	94	1,913	1,416	7	1,673	2,446	6	8	0	1,584
Georgia OR GA	Docs	43	150	2,560	688	9	1,531	2,848	9	39	1	1,122
Hawaii OR HI	Docs	17	341	1,137	394	0	2,767	9,489	4	3	0	794
Idaho OR ID	Docs	46	1,338	7,204	617	5	20,340	12,844	11	28	20	2,466
Illinois OR IL	Docs	50	57	1,527	2,377	4	1,224	2,493	7	13	0	1,075
Indiana OR IN	Docs	165	1,704	8,512	2,614	27	20,365	7,151	43	71	0	3,094
Iowa OR IA	Docs	17	51	7,452	696	0	597	2,378	4	10	0	1,193
Kansas OR KS	Docs	38	30	2,100	1,206	4	594	2,391	3	5	0	1,354
Kentucky OR KY	Docs	18	45	1,641	817	0	535	1,912	1	6	0	1,046
Louisiana OR LA	Docs	46	71	1,455	825	6	1,028	3,038	8	10	1	1,237
Maine OR ME	Docs	29	694	1,032	473	9	6,219	2,857	11	9	3	905
Maryland OR MD	Docs	26	98	1,872	795	3	2,016	2,648	10	8	0	1,146
Massachusetts OR MA	Docs	45	90	1,273	757	8	1,144	2,799	8	10	0	1,256
Michigan OR MI	Docs	21	69	1,233	551	1	665	2,342	3	14	0	930
Minnesota OR MN	Docs	38	50	1,558	818	4	692	2,210	5	6	0	1,135
Mississippi OR MS	Docs	43	452	1,203	700	6	9,085	3,548	11	12	1,027	876
Missouri OR MO	Docs	41	69	1,902	1,116	24	819	2,497	4	4	0	1,503
Montana OR MT	Docs	20	66	1,664	612	7	1,935	2,205	4	3	0	946
Nebraska OR NE	Docs	18	53	1,494	472	2	798	2,809	5	8	0	952
Nevada OR NV	Docs	37	44	1,019	642	4	581	2,036	4	9	0	1,113
New Hampshire OR NH OR NewHapsHire	Docs	27	32	1,179	566	6	595	2,253	2	8	1	1,001
New Jersey OR NJ OR NewJersey	Docs	42	53	1,041	530	4	963	2,196	5	5	0	923
New Mexico OR NM OR NewMexico	Docs	45	29	828	604	3	477	2,118	4	5	0	958
New York OR NY OR NewYork	Docs	47	140	1,562	848	9	2,241	2,514	5	10	0	1,194
North Carolina OR NC OR NorthCarolina	Docs	240	79	1,745	4,905	31	5,555	6,283	18	29	0	7,124
North Dakota OR ND OR NorthDakota	Docs	21	41	1,109	347	5	503	2,075	6	6	0	765
Ohio OR OH	Docs	42	118	1,578	934	4	1,290	2,612	8	7	0	1,296
Oklahoma OR OK	Docs	39	126	5,554	548	5	1,419	2,852	6	9	0	992
Oregon OR OR	Docs	89	1,025	7,938	2,151	21	16,233	6,038	12	67	6	2,383
Pennsylvania OR PA	Docs	18	98	1,623	616	1	945	2,605	5	32	0	967
Rhode Island OR RI OR RhodeIsland	Docs	17	37	1,314	685	0	768	2,043	2	13	0	1,034
South Carolina OR SC OR SouthCarolina	Docs	39	60	1,317	594	3	1,196	2,623	8	27	0	980
South Dakota OR SD OR SouthDakota	Docs	13	28	1,946	404	1	516	2,218	5	3	0	749
Tennessee OR TN	Docs	40	63	1,711	792	0	899	2,112	6	17	0	1,064
Texas OR TX	Docs	45	217	2,860	1,507	12	2,141	2,852	4	26	0	1,859
Utah OR UT	Docs	17	43	6,197	572	1	987	1,999	2	4	0	940
Vermont OR VT	Docs	17	24	1,079	279	0	659	1,804	2	13	0	623
Virginia OR VA	Docs	100	447	2,137	1,600	15	4,188	4,850	29	13	0	3,103
Washington OR WA	Docs	109	313	6,603	715	22	5,455	4,322	7	12	1	3,251
West Virginia OR WV WestVirginia	Docs	3	33	141	51	0	245	2,278	0	1	0	145
Wisconsin OR WI	Docs	38	60	1,586	616	6	931	1,809	3	7	0	1,020
Wyoming OR WY	Docs	17	27	1,036	299	0	288	1,809	3	3	0	711
RNC	Docs	13	363	93	297	3	2,985	608	5	52	0	492
BSLC	Docs	0	24	9	32	5	175	118	1	3	0	111
SGIS	Docs	0	0	1	0	0	0	10	0	0	0	0
NRCC	Docs	4	35	11	13	1	150	111	1	29	0	138

ES00008A (Files)	ES00009A (Files)	ES00100A (Files)	ES0011A (Files)	ES0012A (Files)	ES0013B (Email)	ES0013B (Files)	ES0014A (Files)	ES0015B (Files)	ES0016A (Files)	ES0017A (Files)	ES0018A (Files)	ES0019A (Files)	ES0020A (Files)
5	3	6	2	10	0	33	0	74	0	4	22	16	6
11	7	0	1	14	0	38	0	67	0	3	6	10	1
5	3	0	2	13	0	22	0	163	0	4	18	15	4
9	3	2	2	12	0	11	0	47	0	11	18	9	1
10	3	2	2	15	0	19	0	71	4	14	23	22	5
11	3	3	2	15	0	15	0	91	4	12	31	13	4
6	3	0	1	8	0	11	0	30	0	9	13	14	6
3	3	3	1	10	0	22	0	34	0	3	10	11	2
7	3	2	2	12	0	14	0	61	0	5	23	13	3
8	3	2	2	14	0	12	0	57	0	10	19	16	2
3	3	0	1	6	0	18	0	29	0	3	4	8	2
147	3	0	2	13	0	31	0	112	0	60	37	20	3
5	3	2	2	16	0	13	0	48	0	4	17	14	3
110	24	9	6	21	0	142	0	227	4	77	133	58	29
3	3	2	1	10	0	11	0	35	0	3	10	10	1
5	3	2	2	10	0	14	0	42	0	4	15	8	1
3	3	0	1	5	0	12	0	23	0	3	9	11	2
10	3	2	2	13	0	12	0	46	0	14	17	12	2
7	3	2	2	9	0	17	0	58	0	8	18	13	5
4	3	0	1	11	0	17	0	62	0	4	10	15	3
9	3	2	2	14	0	13	0	56	0	11	20	10	7
3	3	2	1	10	0	15	0	26	0	3	9	13	4
5	3	0	2	11	0	17	0	38	0	4	15	9	1
5	3	3	2	11	0	15	0	49	0	4	17	13	2
5	3	2	2	10	0	32	0	47	0	4	21	13	3
7	3	2	1	7	0	12	0	437	0	11	9	9	1
8	3	2	1	11	0	23	0	32	0	12	8	8	2
5	3	2	2	12	0	8	0	37	0	4	14	8	1
10	3	0	5	10	0	17	0	55	0	6	22	10	6
5	3	0	2	8	0	9	0	48	0	4	18	11	3
6	3	0	2	19	0	23	0	45	0	6	22	11	4
5	3	2	2	12	0	25	0	49	0	4	19	18	4
157	38	6	6	24	0	18	0	141	4	96	131	16	22
3	3	0	1	13	0	17	0	33	0	3	7	10	3
5	3	0	2	16	0	12	0	49	0	4	18	12	4
5	3	0	2	13	0	15	0	38	0	4	13	11	1
106	21	4	6	25	0	122	0	146	0	74	79	40	11
8	3	2	1	10	0	11	0	35	0	12	10	11	2
3	3	2	1	9	0	9	0	25	0	3	4	13	2
9	3	0	2	9	0	11	0	60	0	11	19	10	2
3	3	0	1	9	0	10	0	36	0	3	6	8	2
5	3	0	1	11	0	9	0	32	0	4	15	11	3
5	3	2	2	12	0	11	0	53	1	4	20	16	3
3	3	0	1	6	0	12	0	23	0	3	7	10	1
3	3	0	1	6	0	13	0	21	0	4	2	8	1
15	3	11	3	13	0	18	0	99	1	9	36	15	29
48	10	2	1	15	0	30	0	77	4	41	56	21	6
0	0	0	0	0	0	9	0	4	0	0	3	6	0
5	3	3	2	9	0	12	0	38	0	4	15	10	1
3	3	0	2	12	0	7	0	76	0	3	4	7	1
0	0	2	0	4	0	1	0	68	0	0	13	32	2
0	0	0	0	0	0	0	0	0	0	0	0	0	1
0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	1	0	2	0	2	0	0	1	12	1

ES0022A (Files)	ES0022A (Email)	ES0022A (Files)	ZipContents (Files)	Total
10	0	93	3,158	11,903
6	0	43	12,712	20,897
7	0	112	6,979	16,328
10	0	50	1,931	15,747
15	0	96	4,219	24,422
13	0	95	3,858	19,868
6	0	59	2,337	10,147
9	0	43	2,233	16,897
10	0	79	5,782	15,215
11	0	59	5,171	14,386
4	0	37	7,719	22,783
14	1	207	12,329	59,648
9	0	72	1,920	9,195
36	1	209	15,920	60,752
6	0	33	4,392	16,918
9	0	48	4,322	12,210
7	0	33	2,459	8,592
12	0	71	2,160	10,101
9	0	63	1,367	13,822
15	0	79	4,347	13,147
11	0	70	2,609	10,227
5	0	49	1,717	7,689
8	0	66	2,163	8,858
11	0	62	1,368	18,528
11	0	77	3,253	11,462
9	0	32	3,617	11,619
4	0	43	1,917	8,685
7	0	54	2,407	8,053
4	0	68	1,955	7,841
8	0	57	1,268	7,207
9	0	49	1,893	7,163
11	0	61	2,923	11,708
17	0	223	29,202	56,110
8	0	38	1,227	6,244
9	0	71	3,391	11,485
9	0	43	2,031	13,738
16	0	146	15,356	52,115
7	0	42	2,011	9,075
4	0	31	2,969	8,991
8	0	57	1,502	8,550
8	0	39	1,980	7,591
7	0	41	2,584	9,430
19	0	68	5,938	17,680
6	0	31	2,555	13,423
4	0	27	1,202	5,795
36	0	131	9,705	26,606
17	0	101	10,732	29,971
0	0	25	68	1,001
10	0	51	2,035	8,745
8	0	27	1,248	5,594
8	0	29	116	5,186
0	0	10	1	490
0	0	0	1	12
1	0	9	1	523